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Contract Database Metadata Elements

Title: **East Syracuse-Minoa Central School District and East Syracuse-Minoa Administrators and Supervisors Association (2004)**

Employer Name: **East Syracuse-Minoa Central School District**

Union: **East Syracuse-Minoa Administrators and Supervisors Association**

Local:

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8692

AN AGREEMENT

Between the

EAST SYRACUSE-MINOA
CENTRAL SCHOOL DISTRICT

And the

EAST SYRACUSE-MINOA
ADMINISTRATORS AND SUPERVISORS
ASSOCIATION

7/1 / 2004-2006^{6/30}

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FEB 14 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

20

Article 1
Recognition

1.1 The District agrees to recognize the Association as the exclusive bargaining agent for the following titles and persons occupying these titles on a regular, full time probationary or tenured basis. All other employees are excluded from this Bargaining Unit: Assistant Principal(s), Director of Health, Physical Education and Athletics, Principal of High School, Middle School Principal, Elementary Principals, Director of Special Education, Assistant Director of Special Education, and Director of Student, Community and Technology Services.

1.2 The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to assist, condone, or participate in such a strike.

Article 2
Grievance Procedures

2.1. **Declaration of Policy**

The purpose of this procedure is to promote and maintain harmonious and cooperative relationships between Administrators, central administration and members of the Board of Education, by providing for a prompt and orderly settlement of differences through procedures under which Administration may present grievances free from coercion, restraint, discrimination, or reprisal.

2.2. **Basic Principles**

2.2.1. The aggrieved may seek advice from, and have the right to be represented at any stage of the procedures, by a person or persons of his/her choice.

2.3. **Definitions**

2.3.1. Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.

2.3.2. Aggrieved - shall mean a member of the Bargaining Unit.

2.3.3. Unit President - shall mean the elected president of the Bargaining Unit.

2.3.4. Representative - shall mean any person designated by the aggrieved as his/her advisor/counsel.

2.3.5. Days - to be defined as school days or when school is not in session, calendar days, exclusive of weekends.

2.4. Procedure

2.4.1. Step 1

The Administrator will present his/her grievance orally to the Director of Personnel or his/her designee within 30 days of the alleged violation. If not adjusted to the Aggrieved's satisfaction within ten (10) days of its presentment, the Aggrieved may proceed to Step 2.

2.4.2. Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the Aggrieved and presented to the Superintendent or his/her authorized designee within ten (10) days following the Step 1 disposition. Within ten (10) days after this meeting, the Superintendent or his/her authorized designee will provide a written decision to the Aggrieved with a copy to the Unit President.

2.4.3. Step 3

a. If the grievance is not resolved in Step 2, the Unit President within fifteen (15) days from the receipt of the Step 2 answer shall submit the grievance to the Board of Education for review. The Board of Education will review the grievance in executive session and the aggrieved and his representative may be present to present their side of the grievance. Within a reasonable period of time following the conclusion of this review, the Board shall issue its decision in writing setting forth its decision which shall be final and binding on all parties.

b. Unless the grievance is raised and appealed within the reasonable time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to grieve at that step and no further review will be undertaken.

Article 3

Vacation, Sick Bank, Leave, Absence Policy

3.1. All twelve-month Administrators shall be entitled to twelve (12) sick days, five (5) personal days and twenty-two (22) vacation days. Sick days accumulate to a maximum of 220 days, however a record of extra sick days (over 220) will be kept by the District in order to address 3.4. in this contract. Personal days do not accumulate but are converted to sick days.

3.1.1. In the event an administrator has used all personal days, the administrator may request the Superintendent's approval to convert sick days to personal days. A written request, including the reason for the conversion, must be provided. The number of such days granted is at the sole discretion of the Superintendent.

3.2. An Administrator may accrue up to five (5) unused vacation days to be used no later than June 30 of the next school year. Maximum accumulation of vacation days at any one time shall not exceed twenty-seven (27) days.

3.2.1. Unit members may decide to either carry over or cash in up to five (5) unused vacation days. These days shall either be paid at per diem rate for the completed year or carried over to the next school year. Each Administrator will indicate his or her intention no later than June 30 of the completed school year. The Director of Personnel will issue a letter to the Administrators in the month of June requesting this information.

Payment for the vacation days paid at the per diem rate shall be made in the second paycheck in July of the following school year. This amount shall not become part of the base salary for subsequent year(s).

3.3. Administrators shall have paid holidays as established by the District and enjoyed by all other twelve (12) month employees.

3.4. Bargaining Unit employees may accumulate unused sick/disability days to a total not to exceed 220 days. However, for the purpose of determining an employee's eligibility for extended individual dental coverage in retirement, the District will record for each employee, the number of unused sick/disability leave days earned each year beyond the 220 day maximum. In the year of the employee's retirement from the East Syracuse-Minoa Central School District, if the employee has not accrued a minimum balance of 225 unused sick/disability leave days, the District will credit the employee with those unused sick/disability leave days earned and lost in previous years, beyond the 220 day maximum, for the purpose of determining the additional year(s) for which the employee is eligible for individual dental insurance coverage at a cost equal to that paid by in-service administrators.

3.5. **Sick Bank for prolonged illness:**

Administrators in the Bargaining Unit, in the event of a prolonged illness and having exhausted their accumulated sick leave days, may appeal to the officers of the Administrators' Bargaining Unit for extra days of sick leave. It is agreed that this section will not be changed in the subsequent negotiations to this contract (successor agreement).

Procedure:

3.5.1. Such a request will be sent to the Bargaining Unit President in writing and include the following information:

- a. Nature of illness
- b. Physician's recommendation
- c. Estimate of the number of additional sick leave days needed

3.5.2. If the officers of the Administrators' Bargaining Unit deems the request justifiable, they may appeal to the membership for a donation. (Not to exceed three (3) days in any one year by an individual Administrator).

3.5.3. The Bargaining Unit will present its findings to the Superintendent or his/her designated representative along with a letter of request, the physician's recommendation and the number of days donated by the Administrator membership. Each donator will sign a release authorizing a deduction of days from his/her sick leave total.

3.5.4. All Administrators requesting use of sick leave bank days must serve a waiting period of twenty-five (25) consecutive days from the first day of absence due to illness. Individual Administrators will be limited to ninety (90) lifetime days from the bank.

3.5.5. In the event of a prolonged illness and having exhausted their accumulated sick leave, together with the use of the sick bank, a member of the Bargaining Unit may petition the Board of Education for additional days. The Board will consider all requests based upon their review of the individual's employment record and approve or disapprove the request. It is clearly understood that this is the sole right of the Board and will not be challenged or amended by an outside entity.

3.6. Other Leaves of Absence

The District's policy on Pregnancy Disability and Child Rearing Leave shall be granted in accordance with prevailing state and federal requirements. In addition, the District will comply with all state and federal leaves of absence (i.e., jury duty, military leave, worker's compensation, the Family Medical Leave Act).

3.7. Leaves of Absence Without Pay

3.7.1. The Board of Education will exercise its prerogative to determine such leaves and their decisions will be based upon the recommendations of the Superintendent.

3.7.2. Such leaves of absence will not exceed one (1) year in duration and the individual on leave must make this/her intentions known regarding his/her return by May 1st prior to the beginning of the next school year. Sixty (60) days prior to the end of said leave, the Administrator must inform the personnel office in writing of the intent to return. In the event that this condition is not met, the administrative Bargaining Unit will endeavor to obtain a written statement from the Administrator with respect to his/her intention to return. Should this not be successful the following procedure will be followed:

- a. A leave response request will be sent to the Administrator by certified return receipt mail between the 60th and 30th day prior to the leave expiration.
- b. If the District thus proves that the Administrator had prior knowledge of the request and refused to respond in writing prior to two (2) weeks before the leave expiration, this will have the same meaning as if the Administrator had resigned his/her position effective the last day of said leave.

In exceptional cases, wherein there is educational benefit to the District, the Superintendent may grant additional leave.

3.7.3. Upon returning from such leave of absence, the Administrator will be entitled to any previously accrued benefits and will receive the salary he/she would have received at the time immediately preceding the leave. If he/she remains on paid status for 130 work days or more during the school year in which the leave commenced, he/she will receive the appropriate contractual salary percentage increase.

3.7.4. All benefits to which an Administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward tenure and sabbatical leave eligibility, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

3.7.5. In the event a leave of absence without pay is granted for a prolonged illness or injury to a member of the immediate family, the Administrator on such leave will have the right to return prior to the expiration of such leave upon one month written notice to the Superintendent of his/her designee.

Article 4
Professional Development and Educational Improvement

- 4.1. The Superintendent of Schools or his/her authorized designee may, in his/her discretion, request Administrators to assist in the development of policies and/or regulations concerning the educational programs of the District.
- 4.2. The building principal and/or other appropriate unit members may be invited by the Superintendent to participate in discussions which will impact upon programs, staffing, physical plant, policies and procedures under the unit member's jurisdiction.
- 4.3. With prior approval of the Superintendent, in each year of this contract, the District shall make available to any Administrator monies to be used to pay the membership fees of professional organizations which are relevant to the Administrator's position with the District. Payment for membership in or dues for organizations such as ESSAA which provide labor relations support and/or services is excluded from this paragraph.

Article 5
Insurances

The Bargaining Unit agrees to the following health insurance coverage as listed below, including riders for prescription card and dependent(s) to age 25:

5.1. **Health Insurance**

The Bargaining Unit agrees that the District has the right to unilaterally change carriers and/or plans under the following conditions:

- 5.1.1. There will be no loss of coverage for any employees, including retirees.
- 5.1.2. There will be no change in the percentages of premium contribution by the District and the employees.
- 5.1.3. Prescription drug co-payments shall be paid by the employees as follows:

2004-2005 school year - \$0 mail order/generic - \$10.00 brand name
2005-2006 school year - \$0 mail order/generic - \$12.00 brand name

5.1.4. Health Insurance cost sharing ratios as follows:

	<u>Employer *</u>	<u>Employee</u>
Individual	90%	10%
Individual & Dependent	90%	10%

Rules and Regulations governing the Health Insurance Plan (Regionwide as of 1/1/86 or before or its replacement thereafter) will be determined by the ES-M Health Insurance Manual agreed to by the parties and, in the event that this main rule book does not cover a topic, the Statewide Health Insurance Manual in effect on July 1, 1985 will be utilized.

* It is agreed that in the event changes are made to health insurance provisions of the teachers' contract as a result of bargaining with the teachers' union for a successor agreement, the health insurance cost sharing ratios for the administrators' contract in the 2005-2006 school year shall be the same as the teachers' successor agreement.

5.2. Dental Insurance

The administrative Bargaining Unit will participate in the "Prime Blue Dental program." The following stipulations shall apply:

- 5.2.1. The Prime Blue Dental program will be effective July 1, 2004. The cost sharing rates for the 2004-2005 and the 2005-2006 school years shall be equal to that of the ESM Teachers' Bargaining Unit.

	<u>Employer*</u>	<u>Employee</u>
Individual Coverage:	85%	15%
Family Coverage:	85%	15%

*These percentage rates are based upon the 2002-2003 annual premium rates of \$337.92 for individual coverage and \$1,103.76 for family coverage. Any increase and/or decrease of these annual premium rates during the 2004-2005 and the 2005-2006 school years will be equally divided and shared between the employer and the employee.

- 5.2.3. The District reserves the right to self fund this program with no change in benefit coverage.

- 5.2.4. The District, along with the administrator and teacher bargaining units, agree to establish a joint committee by March 1, 2003 to review the dental plan as well as other possible dental plan options. It is agreed for the duration of this Agreement there will be no change in benefit coverage.

5.3. Group Life Insurance

The District will continue the current employee life, supplemental employee life, employee accidental death & dismemberment and employee supplemental accidental death & dismemberment policies as set forth in the District's insurance handbook dated 8/94 and underwritten by the AIG Company of America or an equivalent plan at the District's discretion. In addition, Administrators shall have the option to purchase at their own expense, additional term life insurance.

5.4. Vision

The District shall provide the ESMASA with the NYSUT Member Benefits Group Vision Plan, Designer Vision Plan, Annual 12/12/12 Benefit cycle. This plan shall be in effect July 1, 2001. The cost sharing rates shall be as follows:

5.4.1. 2004-2005	<u>Employer</u>	<u>Employee</u>
Individual	100%	0%
Family	100%	0%
5.4.2. 2005-2006		
Individual	100%	0%
Family	100%	0%

5.5. Flexible Spending Accounts

A flexible spending plan will be made available to unit members.

The District will subject all eligible insurance premiums to this favorable tax treatment, unless specifically directed otherwise in writing by individual unit members. Individuals may further elect to designate additional funds for personal expenses as allowed by law and/or mutual agreement.

It is further agreed that a third party will initially administer the plan.

Article 6
Salary Schedule

6.1. Administrative base salary increases shall be as follows:

6.1.1. 2004-2005 4.0%

6.1.2. 2005-2006 4.0%

The District's salary range guidelines will be used for hiring purposes only.

6.2. In addition to the base salary increase listed above in 6.1.1., Administrators who have the CAS degree, shall receive an \$800 stipend to be added to their salary prior to the base being increased by 4%.

6.3. The District will reimburse each unit member up to \$500 per year for the cost or replacing or repairing dentures, eyeglasses, hearing aides, and other physical aids destroyed or damaged as a result of (1) an injury sustained in the course of his/her employment; or (2) an accident involving students or student activities, provided in each instance the Administrator is free from negligence. The Administrator will furnish the District with proof of cost of such repair or replacement and a written statement of the circumstances surrounding the injury or accident. Also included within the coverage is damage to or destruction of clothing and the Administrator's vehicle (District will only cover the automobile insurance deductible, up to \$500) occurring in the course of physical altercations with students, either as a participant or intervenor or in the course of supervision of extra-curricular activities, including evening events and programs.

Article 7
Non-Resident Tuition Waiver

7.1. The children of non-resident Administrators shall be permitted to attend school in the District for the duration of this agreement pursuant to the Board of Education policy currently in effect.

Article 8
Retirement Benefits

8.1. Administrators in the Bargaining Unit will be eligible to continue health insurance into retirement if they have worked in the East Syracuse-Minoa School District ten (10) continuous years in any bargaining unit or longer and are eligible to receive undiminished benefits from the New York State Teachers' Retirement System. To continue their insurance, they would be required to make the following payments upon completion of the following full years* of service:

10-14 completed years	-	30% of premium for Individual Coverage
	-	30% of premium for Family Coverage
15 completed years or more	-	No charge for Individual Coverage
	-	15% of premium for Family Coverage

* A completed year is defined as July 1st through June 30th.

Administrators in the Bargaining Unit will be billed quarterly

8.2. Beginning with the 1996-97 school year, those employees who retire from ESM and who have accrued a balance of sick/personal days will be eligible for extended individual dental coverage at a cost equal to that paid by inservice administrators in retirement according to the following schedule:

75 days	-	one (1) additional year of individual dental insurance at a cost equal to that paid by inservice teachers
125 days	-	two (2) additional years
175 days	-	three (3) additional years
200 days	-	five (5) additional years
225 days or more	-	seven (7) additional years

An Administrator who qualifies under the above-mentioned schedule has the option to maintain his/her family coverage by applying the individual benefit amount to offset the cost of maintaining family coverage. This cost difference will be billed quarterly.

If Administrators do not qualify for the extended coverage above, they may continue their dental insurance for 18 months under the COBRA rules and make payments directly to the School District.

8.3. Administrators in the bargaining unit who meet the New York State eligibility requirements must be eligible for a service retirement without penalty from the New York State Teachers' Retirement System. The administrator must have at least ten (10) years of continuous service in any Bargaining Unit (except for authorized leaves) with the East Syracuse-Minoa School District. Upon giving the District a notice of retirement no later than February 1st of the year of retirement, an Administrator shall receive the following retirement benefits:

8.3.1. At retirement a cash payment of \$1,500 per year of credited administrative service to the ES-M School District.

8.3.2. In addition to 8.3.1., an Administrator will receive \$550 per year of credited service in any other bargaining unit in the ES-M School District.

Payment (8.3.1. and 8.3.2.) will be made in a lump sum on or about July 15th in the year immediately after retirement.

8.4. An enrolled unit member who has family coverage and dies shall have such coverage for three (3) continuous months following the month of death without cost to the dependents. If the deceased unit member has completed ten (10) years of active service with the District, survivors will be eligible to continue coverage in the program, by making monthly payments of the total premium to the District. A surviving spouse may continue such coverage until he or she remarries. Surviving children may be coverage as long as they otherwise meet the definition of dependent children.

8.5. The unit member's health insurance will expire on the last day of the month in which he or she requests cancellation.

8.6. The District agrees to make a non-elective employer contribution in the appropriate amount, as designated in Article 8, Section 8.3 of the current Collective Bargaining Agreement between the District and the Administrators' and Supervisors' Association, to the NYSUT endorsed 403 (b) plan, subject to the contribution limits as outlined in the Internal Revenue Code. This non-elective contribution (also known as a local retirement incentive) is available to all bargaining unit employees who meet the age and service requirements as defined in Article 8, Section 8.3 of the current Collective Bargaining Agreement. The local retirement incentive will be available to eligible members who submit an irrevocable letter of intent to retire no later than February 1st of the year of retirement. The retirement incentive will be remitted, by the District, by August 15th of the same calendar year.

8.6.1. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.

8.6.2. In the event that the employee participates in this retirement incentive contribution but such contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

8.6.3. If any penalty or other assessment is charged against the District and/or the plan administrator, by the Internal Revenue Service (IRS), as a result of an improper contribution to any 403 (b) account, the employee shall hold the District and/or the plan administrator harmless for such penalty or other assessment.

8.6.4. The parties agree that the NYSUT endorsed 403 (b) plan is the mutually agreed upon plan into which the District shall make a non-elective employer contribution in the amount as designated by the terms of the current Collective Bargaining Agreement, in accordance with the Internal Revenue Code.

Article 9 Mileage

9.1. With prior approval of the Superintendent or his/her authorized designee, Administrators shall be reimbursed at the prevailing IRS rate per mile when using their own vehicles in duties directly connected with their position.

Article 10
Evaluation

10.1. There shall be minimally an annual evaluation and follow-up conference between the Superintendent, Deputy Superintendent or a person occupying a similar position and each Administrator. Building Administrators will also be expected to evaluate assistant principal's at least once per year, intended to mean a minimum and not a maximum. Evaluations shall be made on or before July 15.

10.2. Upon appointment to an administrative position, the Administrator serves a three (3) calendar year probationary period.

10.3. Notification for Administrators who are eligible for tenure shall be not later than ninety (90) calendar days prior to the expiration of the probationary period.

10.4. If the Superintendent does not intend to recommend an Administrator for tenure, the Superintendent shall notify the Administrator no later than ninety (90) calendar days prior to the expiration of the probationary period.

10.5. No material will be placed in his/her personal file unless the unit member has had an opportunity to review the material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member will also have the right to submit a written answer to such material, which answer is to be attached to the file copy.

10.6. A unit member will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself/herself in the presence of a representative of the Superintendent. A unit member will be entitled to have a representative of the Association accompany him/her during such a review of his/her own personal files. Only those who have an official right and reason for doing so may inspect a unit member's file, and said file will not be open to public inspection except upon specific consent by the unit member.

Article 11
General Considerations

11.1. In the event that any paragraph of this Agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions of this Agreement which shall continue in full force and effect.

11.2. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation and no further negotiations on any subject matter will be required of either party during the term of this agreement.

Article 12
Union Rights

12.1. Only the President of the Association, or one Administrator designated to act in the President's absence, shall be allowed release time, subject to approval by the Superintendent, without loss of pay or leave credits, to attend conferences and conventions of affiliated Associations and organizations. Such leave shall not exceed ten (10) school days, in the aggregate, in any one year. The President of the Association shall document the nature of the conference and give the Superintendent a two-week notice prior to any such leave.

12.2. Time necessary for appearances in any legal proceedings where an Administrator is required to have legal representation in accordance with educational law which is connected with the Administrator's employment or with the school system or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved will not be subtracted from an Administrator's accrued sick, personal or vacation days.

Article 13
Length of Agreement

13.1. The provisions of this Agreement shall be effective as of the date of this agreement, except as otherwise herein provided in this Agreement, and shall remain in full force and effect until midnight, June 30, 2006.

13.2. No later than January 31 of the year of expiration of this Agreement, the Association agrees to notify the District of its intentions to enter into negotiations with the District over a successor Agreement.

Article 14
Entire Agreement

14.1. The Agreement contains the entire Agreement between the parties on the subject matter set forth and may be modified or amended only by written Agreement of the parties.

Dated: _____

8-2-04

East Syracuse-Minoa Central School District

By _____

Superintendent of Schools

East Syracuse-Minoa Administrators and
Supervisors Association

By _____

Thomas A. Vasiloff, President

Date: _____

7/30/04